

## AMENDING AGREEMENT

THIS AGREEMENT (the "**Agreement**") is dated January 31, 2022, with effect as of December 31, 2021 (the "**Effective Date**").

AMONG:

**DASH CAPITAL CORP.**, a corporation existing under the laws of the Province of Alberta ("**Dash**"),

- and -

**2366191 ALBERTA LTD.**, a corporation existing under the laws of the Province of Alberta ("**Subco**"),

- and -

**SIMPLY SOLVENTLESS CONCENTRATES LTD.**, a corporation existing under the laws of the Province of Alberta ("**SSC**"),

each a "**Party**" and collectively, the "**Parties**".

RECITALS:

- A. The Parties entered into an amalgamation agreement dated August 6, 2021 (the "**Amalgamation Agreement**").
- B. The Parties desire to amend the Amalgamation Agreement in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties agree as follows:

### **ARTICLE 1 – INTERPRETATION**

#### 1.01 **Definitions**

In this Agreement, all capitalized terms shall have the meanings ascribed thereto in the Amalgamation Agreement, except where otherwise defined herein.

### **ARTICLE 2 - AMENDMENTS TO THE AMALGAMATION AGREEMENT**

#### 2.01 **Amendments**

(1) Effective as of the Effective Date, the Amalgamation Agreement is amended as follows:

- (a) The definition of "**Consolidation**" in Section 1(w) is deleted and replaced in its entirety with the following: "**Consolidation**" means the consolidation of the Dash Shares on the basis of one Dash Share for 3.0 existing Dash Shares. Notwithstanding the foregoing, in the event the price of the Subscription Receipts

is less than \$0.30 per Subscription Receipt, the consolidation of the Dash Shares shall be on the basis of one Dash Share for 2.5 existing Dash Shares.”

- (b) The definition of “**Outside Date**” in Section 1.1(ttt) is deleted and replaced in its entirety with the following: ““**Outside Date**” means May 31, 2022.”
- (c) The definition of “**SSC Options**” in Section 1.1(vvvv) is deleted and replaced in its entirety with the following: ““**SSC Options**” means 3,310,000 options in the capital of SSC, each of which entitles the holder thereof to acquire one SSC Share.”
- (d) Section 2.5(b) is deleted and replaced in its entirety with the following:

“The number of first directors of Amalco shall be five. Subject to prior TSXV approval in connection with the Amalgamation and compliance with all Applicable Laws, including security clearance by Health Canada (as applicable), the following persons will be the first directors of Amalco:

Name	Address
Colin Davison	████████████████████ ████████████████████
Hugh Porter	██████████ ████████████████
Jeff Swainson	████████████████████ ████████████████
Tara Johnson-Ouellette	████████████████████ ████████████████████
William MacDonald	████████████████████ ████████████████

The first directors shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the bylaws of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors as it is constituted from time to time.”

- (e) The following be added as new Section 2.5(c):

“The following person will be an advisor to the board of directors of Amalco:

Name	Address
Steve Bjornson	████████████████████ ████████████████

Upon receiving security clearance to act as a director of Amalco from Health Canada, Steve Bjornson will be immediately appointed a director of Amalco and

shall hold office until the next annual or general meeting of the shareholders of Amalco or until his successor is duly appointed or elected.”

- (f) Section 2.6 is deleted and replaced in its entirety with the following:

“Effective as of the Closing and subject to prior TSXV approval in connection with the Amalgamation and compliance with all Applicable Laws, including security clearance by Health Canada (as applicable), the initial officers of Amalco will be:

<b>Name</b>	<b>Title</b>
Jeffrey Philip James Swainson	President and Chief Executive Officer
James Nerland	Chief Financial Officer

- (g) The following be added as new Section 2.9(c): “Notwithstanding Section 2.9(b), in the event the price of the Subscription Receipts is less than \$0.25 per Subscription Receipt, the exchange ratio of SSC Shares for Dash QT Shares, SSC Warrants for Resulting Issuer Warrants and SSC Options for Resulting Issuer Options, as provided for in Sections 2.9(b)(i), (iv) and (v) respectively, will be decreased on a pro rata basis based on the percentage that the price of the Subscription Receipts is less than \$0.25 per Subscription Receipt.”
- (h) Section 7.7 is deleted and replaced in its entirety with the following:

**“7.7 Change to Directors and Officers of Dash**

Upon the completion of the Amalgamation and subject to prior acceptance by the TSXV:

- (a) the directors of Dash will resign and the same persons who will be the first directors of Amalco as set out in Section 2.5(b) will be appointed in their place as directors of Dash;
  - (b) Steve Bjornson will be an advisor to the board of directors of Dash and, upon receiving security clearance to act as a director of Dash from Health Canada, will be immediately appointed a director of Dash;
  - (c) the officers of Dash will resign and there will be appointed in their place as officers of Dash the persons who will be individuals designated by SSC; and
  - (d) Dash will change its name to "Simply Solventless Concentrates Ltd.", or such other name acceptable to SSC.”
- (i) Section 10.2 is deleted and replaced in its entirety with the following: “In the event of the termination of this Agreement as provided in Section 10.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of SSC, Dash or SubCo hereunder except for the obligations pursuant to Sections 7.1, 10.3, 12.10 and this Section 10.2, which provisions shall survive the termination of this Agreement. Except as otherwise provided herein, nothing herein shall relieve any Party from liability for any breach of this Agreement.”

- (j) The following be added as new Section 10.3:

**“10.3 Termination Fee**

- (a) If the Amalgamation Agreement is terminated for any reason other than an Agreement Default having been committed by Dash as provided under Section 10.1(b) or as provided under Section 10.1(d), SSC shall pay Dash a fee of \$100,000 (the “**Base Termination Fee**”), it being understood that in no event will SSC be required to pay the Base Termination Fee on more than one occasion.
  - (b) If the Amalgamation Agreement is terminated under Section 10.1(b) due to an Agreement Default having been committed by SSC, SSC shall pay Dash a fee in addition to the Base Termination Fee in the amount of \$75,000 (the “**Additional Termination Fee**”), it being understood that in no event will SSC be required to pay the Additional Termination Fee on more than one occasion.
  - (c) The Base Termination Fee and the Additional Termination Fee, if any, shall be payable in immediately available funds by wire transfer no later than 20 Business Days after any such termination.
  - (d) Notwithstanding anything to the contrary in the Amalgamation Agreement, Dash’s right to receive payment of the Base Termination Fee and the Additional Termination Fee, if any, shall be the sole and exclusive remedy of Dash against SSC for any and all losses that may be suffered based upon, resulting from or arising out of the circumstances giving rise to such termination, and upon payment of the Base Termination Fee and the Additional Termination Fee, if any, SSC will not have any further liability or obligation relating to or arising out of the Amalgamation Agreement or any of the transactions contemplated by the Amalgamation Agreement.”
- (k) Section 12.10 is deleted and replaced in its entirety with the following: “Except as specifically provided herein and other than the fees and disbursements of Dash’s legal counsel, SSC will bear the reasonable fees and disbursements incurred by the Parties in connection with the transactions contemplated by this Agreement, including the reasonable fees and disbursements of Dash’s advisors (including tax advisors, accountants and consultants) engaged in connection with the transactions contemplated by this Agreement and the filing fees required by the TSXV in connection with the Amalgamation.”

**ARTICLE 3 – CONFIRMATION OF AMALGAMATION AGREEMENT**

3.01 **Confirmation**

The Amalgamation Agreement and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the Amalgamation Agreement, as amended and supplemented by this Agreement,

is hereby ratified and confirmed and shall, from and after the date hereof, continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the Effective Date.

#### **ARTICLE 4 - GENERAL**

##### **4.01 Further Assurances**

Each Party will from time to time, on and after the date hereof, at the request and expense of the requesting Party, execute and deliver all such other additional instruments, notices, releases, acquittances and other documents and shall do all such other acts and things as may be reasonably necessary to carry out the terms and conditions of this Agreement in accordance with their true intent.

##### **4.02 Invalidity of Provisions**

If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall not in any way be affected or impaired thereby.

##### **4.03 Amendment**

Subject to Section 11.2 of the Amalgamation Agreement, this Agreement may be amended only by written instrument executed by the Parties.

##### **4.04 Benefit of the Agreement**

This Agreement will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

##### **4.05 Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein. Each Party accedes and submits to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

##### **4.06 Counterparts**

This Agreement may be executed by facsimile, PDF or other electronic form, and may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

***[Remainder of page intentionally left blank.]***

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

**DASH CAPITAL CORP.**

Per: (signed) "*Darrell Denney*"

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Name: Darrell Denney

Title: Chief Executive Officer

**2366191 ALBERTA LTD.**

Per: (signed) "*Todd McAllister*"

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Name: Todd McAllister

Title: President

**SIMPLY SOLVENTLESS CONCENTRATES LTD.**

Per: (signed) "*Tara Johnson-Ouellette*"

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Name: Tara Johnson-Ouellette

Title: Chief Executive Officer